

**Exhibit "A"**  
**Software License Agreement**

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## **Section 10      NOTICES**

Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service with an asset tracking system, such as Federal Express, UPS, Purolator or DHL), and shall be effective upon receipt. Change of address must be in writing to the other party.

Licensee  
Attn: Wink Downen, Office of the Sheriff  
201 Poplar Ave.  
Memphis, TN 38103

Fax: \_\_\_\_\_

With a copy to:  
Attn: Contract Administration  
160 N. Main, Ste. 550  
Memphis, TN 38103  
Fax: 901-545-5739

Licensor  
Attn: Contract Manager  
1250 N. Tustin Ave.,  
Anaheim, CA 92807

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## **Section 12 GENERAL**

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12.3. WAIVERS. Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver of a right or power to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power shall not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

12.4. ASSIGNMENTS. Licensor may assign any of its rights or subcontract any of its obligations under this Agreement, or encumber or sell any of its rights in any Software, without prior notice to or consent of Licensee.

12.5. ENTIRE AGREEMENT AND AMENDMENT. This Agreement constitutes the entire agreement of the parties regarding Licensee's use of the Software and may be altered, amended, or modified only by a written instrument signed by an authorized representative of each party, except that Licensor may modify this Agreement as necessary to comply with applicable laws and regulations. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either party.

12.6. GOVERNING LAW. This Agreement will be governed by the laws of the United States to the extent that they apply and otherwise by the laws of the State to which the Software or Products are shipped if Licensee is a sovereign government entity, or the laws of the State of Illinois if Licensee is not a sovereign government entity.

12.7. SEVERABILITY. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, that provision will be severed and the remainder of this Agreement will remain in full force and effect.

In witness whereof, the parties have caused duly authorized representatives to execute this Software License Agreement on the dates set forth below.

**Exhibit "B"**  
**Payment Schedule**

- 1) Fifty percent (50 %) of the purchase price at the time of contract signature**
- 2) Twenty-Five percent (25 %) of the purchase price due at installation**
- 3) Twenty-Five percent (25 %) of the purchase price due at system acceptance**

Exhibit "C"  
Proposal Dated April 7, 2008



07 April 2008

Mr. Stan Sellers

Shelby County Sheriff's Office  
201 Poplar Avenue, Suite 9-10  
Memphis, Tennessee 38103

Tel: 901-545-3855  
Email: sellers@shelby-sheriff.org

Ref: 00-0804-05  
Sent via: Federal Express and Email

Dear Mr. Sellers:

Motorola, Inc. (Motorola) respectfully presents Shelby County Sheriff's Office (SCSO) an upgrade of your Motorola Printrak™ Biometric Identification Solution (Printrak BIS) AFIS to include Mobile Automated Fingerprint Identification System capability. The Motorola Printrak™ Mobile Automated Fingerprint Identification System (Mobile AFIS) utilizes a handheld device specifically designed to provide remote identification and verification.

Mobile AFIS empowers users with the ability to rapidly identify and verify the identity of individuals while having face-to-face contact with them in the field.

The Mobile AFIS solution provides the ability to capture both fingerprint and optionally facial images in a remote location or mobile environment along with desired demographic information about the individual. Information can also be acquired from magnetic strips, barcodes (both 1D and 2D), and smart cards of various types of credentials or identification and travel documents.

Should you require further assistance, please contact George Hodges at (407) 595-4438. We look forward to speaking with you further.

Sincerely,

Jack Hiatt  
MSSI Vice President and Interim General Manager  
Biometrics Business Unit  
Government and Commercial Markets – Americas  
Motorola, Inc.  
[www.motorola.com/biometrics](http://www.motorola.com/biometrics)



**Proposal to:**  
**Shelby County Sheriff's Office (SCSO)**

**For: Mobile Automated Fingerprint Identification  
System**

00-0804-05

11 April 2008



MOTOROLA



## Table of Contents

<b>1</b>	<b>Proposed Solution</b>	<b>1</b>
1.1	Proposal Benefits	2
<b>2</b>	<b>Motorola Mobile Automated Fingerprint Identification System (MAFIS)</b>	<b>4</b>
<b>3</b>	<b>Solution Pricing</b>	<b>6</b>
3.1	Assumptions and SCSO Responsibilities	7
<b>4</b>	<b>Terms and Conditions</b>	<b>8</b>
<b>5</b>	<b><i>Advantage</i> Solution Support</b>	<b>9</b>
<b>6</b>	<b>Biometrics Products Agreement</b>	<b>10</b>

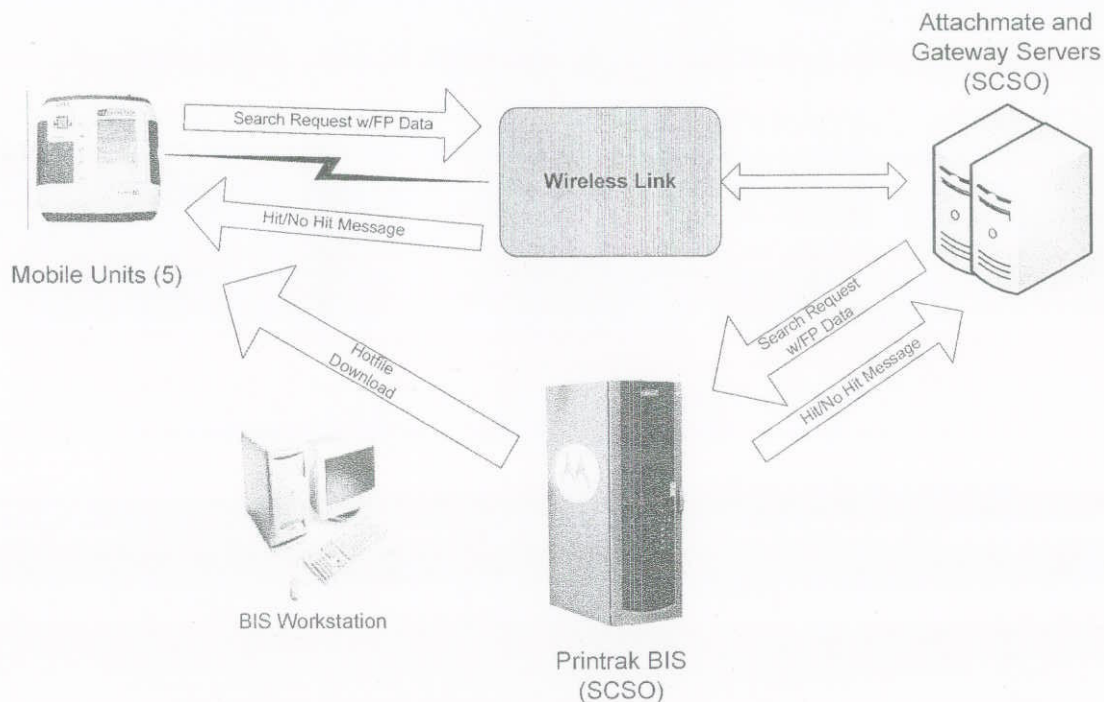


# 1 Proposed Solution

Motorola is proposing a Mobile AFIS pilot project with a total of five handheld devices and the Mobile AFIS server suite of hardware and application software. Figure 1 illustrates the Mobile AFIS solution configuration.

The solution includes the following hardware and software:

- ◆ *Attachmate Application Software* supports encrypted communication of the handheld devices with the central site AFIS, and includes a dedicated server.
- ◆ *Message Switch Application Software* to support communication with Attachmate to receive/send data packets.
- ◆ *Data Gateway Services* to support the interface between the Message Switch and the existing AFIS. DGS includes a dedicated server.



**Figure 1. MOBILE AFIS solution configuration.**

Motorola's proposed Mobile AFIS pilot utilizes the Datastrip DSVII-SC handheld device. The Datastrip DSVII-SC captures plain-impression fingerprints, extracts features, and transmits two-finger one-to-many search requests to the existing AFIS.

The handheld devices will create a Virtual Private Network (VPN) channel with the Local Area Network (LAN) via Attachmate application software. The fingerprint data packet, associated feature and demographic data, will be encrypted (128 bit encryption) and sent to the SCSO network. The fingerprint data packet will be received and decrypt at the Mobile AFIS server. The Mobile